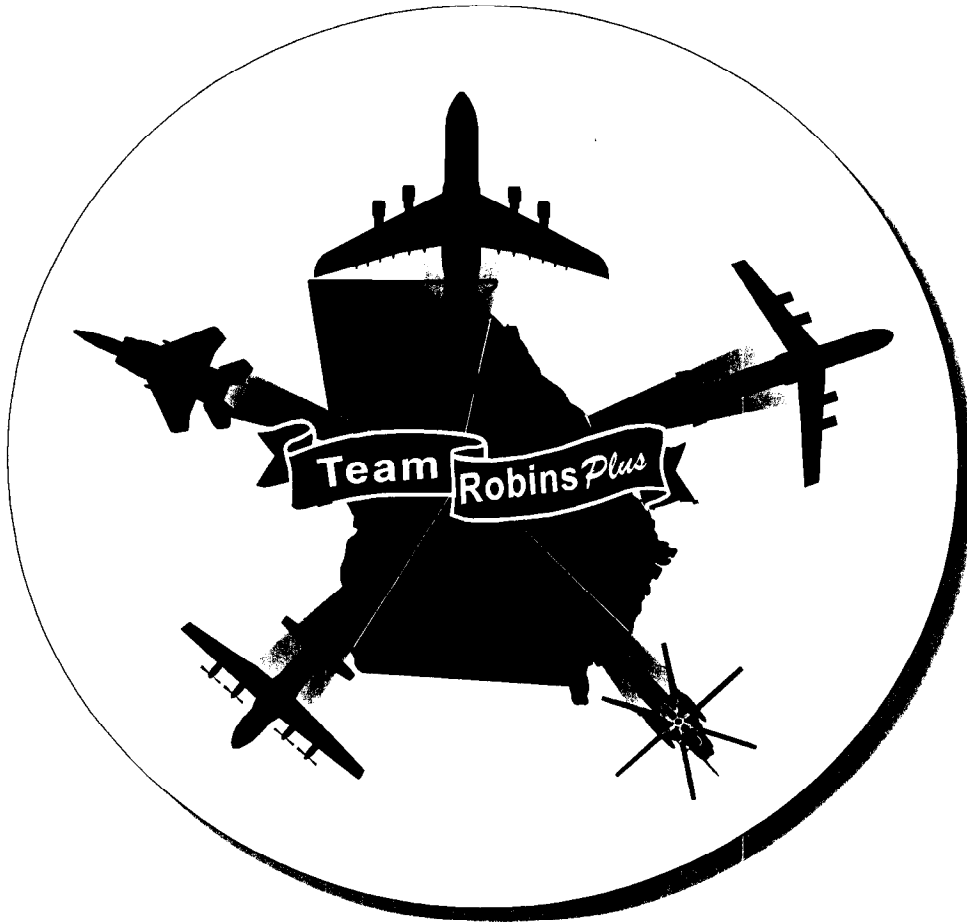


PRECONSTRUCTION CONFERENCE



**OPERATIONAL CONTRACTING
ROBINS AIR FORCE BASE GEORGIA**

January 1998

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Jan 98

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PART 1
CONFERENCE TOPICS



PREPERFORMANCE CONFERENCE AND PRE-FINAL PAYMENT CHECKLIST

CONTRACT NO.

The Clause Number, if any, will be entered in Column "A" prior to signature. Column "C" is for use by the Contracting Officer after job is completed.

ITEM NO.	SUBJECT	CLAUSE NO. A	DISCUSSED B	PRE-FINAL PAYMENT C
	I. GENERAL			
1.	FUNCTION AND AUTHORITY OF U.S. GOVERNMENT PERSONNEL			
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	B. TECHNICAL REPRESENTATIVE	FAR 52.246-12		
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2.	PROGRESS CHARTS			
	A. SUBMISSION OF INTENDED PROGRESS	FAR 52.236-15		
	B. PERIODIC REPORTS	FAR 52.236-15		
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3.	INSPECTION			
	A. COMPLIANCE WITH SPECIFICATIONS			
	B. TESTS TO BE PERFORMED			
	C. MAINTENANCE OF RECORDS	FAR 52.246-12		
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4.	SUPERINTENDENCE BY CONTRACTOR	FAR 52.236-6		
5.	PASSES FOR EMPLOYEES AND VEHICLES	AFFARS 5352.242-9000		
6.	CLEAN UP	FAR 52.236-12		
7.	GOVERNMENT PROPERTY OTHER THAN GFP	FAR 52.236-9		
	A. PROTECTION OF MATERIAL AND WORK BY CONTRACTOR	FAR 52.236-7		
	B. PROTECTION OF EXISTING FACILITIES	FAR 52.236-9		
	C. PRESERVATION OF EXISTING VEGETATION	FAR 52.236-9		
8.	OPERATION OF STORAGE AREAS	FAR 52.236-10		
	A. DESCRIPTION AND USE OF AUTHORIZED AREAS			
	B. ERECTION AND REMOVAL OF TEMPORARY BUILDINGS			
	C. AUTHORIZED USE OF ROADWAYS			
9.	SAFETY	FAR 52.236-13		
	A. CONTRACTOR OPERATED EQUIPMENT			
	B. COMPLIANCE WITH:			
	(1) SAFETY AND ACCIDENT PREVENTION CLAUSE			
	(2) AFM 127-101, ACCIDENT PREVENTION HANDBOOK			
	(3) CE MANUAL EM 388-1-1, GENERAL SAFETY REQUIREMENTS			
	C. NOTIFICATION OF INJURIES TO CONTRACTING OFFICER			
	D. AIRFIELD SAFETY PRECAUTIONS			
10.	CHANGES - AUTHORIZED ONLY BY CONTRACTING OFFICER	FAR 52.243-4		
	II - LABOR			
11.	ACTUAL AND POTENTIAL LABOR DISPUTES	FAR 52.222-1		
12.	DAVIS BACON ACT APPLICABILITY	FAR 52.222-6		
	A. REQUIREMENTS			
	(1) LIST OF SUBCONTRACTORS			
	(2) CLASSIFICATION AND WAGE RATES			
	(3) USE OF APPRENTICES			
	(4) SUBMISSION OF PAYROLLS AND AFFIDAVITS			
	B. VIOLATIONS			
13.	WORK HOURS ACT APPLICABILITY	FAR 52.222-4		
	A. REQUIREMENTS			
	B. VIOLATIONS			
14.	WALSH HEALEY PUBLIC CONTRACTS ACT	N/A		
15.	COPELAND ANTICKICKBACK ACT	FAR 52.222-10		
16.	EQUAL EMPLOYMENT OPPORTUNITY	FAR 52.222-26		
	A. POSTING NOTICE			
	B. VIOLATIONS			

ITEM NO.	SUBJECT	CLAU SE NO. A	DIS- CUSSED B	PRE- FINAL PAYMENT C
17.	SERVICE CONTRACT OF 1965	N/A		
18.	FIELD CHECKS			
	III - MISCELLANEOUS			
19.	GOVERNMENT FURNISHED PROPERTY			
	A. USE ONLY FOR PERFORMANCE OF CONTRACT			
	B. MAINTENANCE AND PRESERVATION			
	C. RISK OF LOSS			
	D. INVENTORY, RETURN, OR DISPOSAL			
20.	MILITARY SECURITY REQUIREMENTS	FAR 52.204-2		
21.	APPROVAL OF SUBCONTRACTORS			
22.	PAYMENT	FAR 52.232-5		
	A. SUBMISSION OF INVOICES	SF1442		
	B. FINAL RELEASE	FAR 52.232-5		
	C. JACKET FILE (AFR 85-5)			
23.	UTILITIES	FAR 52.236-14		
	A. PAYMENT OR NONPAYMENT			
	B. TEMPORARY CONNECTIONS			
24.	WARRANTIES AND OPERATION MANUALS	FAR 52.246-21		
	IV - OTHER TOPICS			
25.	Emphasis on Government Authorized Representative*			
26.	Protection of Buildings and Contents During Roofing Operations			
27.	Emphasis on Clean Storage and Work Areas*	FAR 52.236-13		
28.	Fire Protection and Cutting/Welding*			
29.	Certificates of Insurance			
30.	Material Submittals			
31.	Permits			
32.	Environmental Concerns			
33.	Smoking			
34.	Performance Evaluation	///// Item No 35	Closing Remarks	
REMARKS				
<p>*25. I am aware that any work performed that is not authorized by the Contracting Officer is done at my own risk and responsibility.</p> <p>*27. I am aware that U S Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 requires that weeds and grass be kept down at the storage and work sites.</p> <p>*28. I have received a copy of EM 385-1-1, Section 13 "Fire Protection"; Section 14 "Cutting and Welding".</p>				
The above subjects have been discussed and explained to me and I have read and understand the provisions of the above cited contract and I am fully aware of my duties and responsibilities thereunder.				
DATE		SIGNATURE OF CONTRACTOR REPRESENTATIVE AND TITLE		
SIGNATURES OF OTHER PERSONS ATTENDING				

1.1. FUNCTION AND AUTHORITY OF U.S. GOVERNMENT PERSONNEL.

a. CONTRACTING OFFICER. (FAR 52.243-4) The term “Contracting Officer” as used hereunder means the person executing this contract on behalf of the Government. Contracting Officers are the **only** officials authorized to bind the Government. IF YOU ARE REQUESTED OR DIRECTED TO PERFORM ADDITIONAL WORK OR MAKE CHANGES NOT SPECIFIED IN THE CONTRACT, DO NOT PERFORM THE WORK BUT, INSTEAD, NOTIFY THE CONTRACTING OFFICER.

b. TECHNICAL REPRESENTATIVE AND TECHNICAL INSPECTION. (FAR 52.246-12) The Technical Representative and Inspector are not duly authorized representatives of the Contracting Officer. The presence or absence of the Inspector does not relieve the contractor from all requirements on subject contract. THE TECHNICAL REPRESENTATIVE AND TECHNICAL INSPECTOR ARE NOT AUTHORIZED TO DIRECT CHANGES OR BIND THE AIR FORCE TO A CONTRACTUAL AGREEMENT.

c. CONTRACT ADMINISTRATOR. (FAR 52.246-12) The Contract Administrator is responsible for assuring compliance with the terms of subject contract. He or She oversees administration matters, i.e., payrolls, bonds, insurance, material submittals, etc. In most cases, but not all, the Contract Administrator is a Contracting Officer; however, **it is the Contractor’s responsibility to know the extent of authority of the Contract Administrator** before acting on any changes directed by the Contract Administrator. ANY CHANGES IN THE CONTRACT MUST BE FINALIZED BY A CONTRACTING OFFICER.

1.2. PROGRESS CHARTS. (FAR 52.236-15)

a. Progress Schedule: Submission of intended progress shall be accomplished by the use of the Contract Progress Schedule, AF Form 3064. The planned periodic progress to be shown in columns “D” through “Q” of this schedule will be in monthly increments. Instructions for the preparation of this form are contained on the reverse thereof. The chart of intended progress must be submitted within five (5) days after commencement of work. Upon submission of the schedule, the Government will carefully evaluate the percentage of the total job assigned to each work element. Particular attention shall be devoted to those elements to be performed in the early stages of the effort to preclude overstatement that would result in an imbalance in payments and exceed the value of work performed. **Cost of Bonding shall not be included in any of Progress Schedule elements, but should be invoiced separately.** Work elements shall be limited to those tasks which will indicate the progress of the work and which may be readily identified and measured. FAILURE TO SUBMIT THIS FORM COULD AFFECT YOUR PROGRESS PAYMENTS.

b. Progress Reports: Contract Progress Reports, AF Form 3065, shall be used after approval of the progress schedule. The reporting period should end on the last day of the month and report should be attached to the Contractor’s monthly invoice. It is the Contractor’s responsibility to coordinate the Report with the Government Inspector prior to submission to PKOE. The Government Inspector will also sign the contractor’s report for the same time period. The Contractor and Government Inspector will take appropriate action to resolve any variances between the Government and Contractor estimates of completion percentage.

c. Compliance with Intended Schedule: If the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to regain his progress. The Contracting Officer may require the contractor to increase the number of shifts, overtime operations, days of work all without additional cost to the Government. This will be done by sending a CURE NOTICE. Failure to comply with the requirements of the Contracting Officer under this provision shall be grounds for determining that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Contracting Officer may terminate the contractor's right to proceed with the work in accordance with the contract clause entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)".

d. Liquidated Damages: In the event your right to proceed is not terminated, you will pay the Government liquidated damages for each day of delay beyond the time fixed for contract completion, (SEE CLAUSE F-20). Every precaution should be taken to ensure this does not occur, since such failure may jeopardize your contract.

1.3. INSPECTION. (FAR 52.246-12)

a. Compliance with Specifications: The contractor shall keep on the work site a copy of the drawings and specifications. All work must conform to the drawings, and specifications in the contract. ANY DEVIATION FROM THE DRAWINGS AND SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL OF THE CONTRACTING OFFICER SHALL BE AT YOUR OWN RISK AND EXPENSE.

b. Tests: The Government reserves the right to inspect and test at all reasonable times and at all locations prior to acceptance. Any such test is for the sole benefit of the Government and shall not relieve the contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirement. No inspection or test by the Government shall be construed as constituting/implies acceptance. When required by the specifications, the contractor will provide at his expense to the Contracting Officer test results prepared by an independent testing laboratory on the test set forth therein.

c. Contractor Inspection System: The contractor shall (1) maintain an adequate inspection system and perform such inspections as will assure that the work performed under the contract conforms to contract requirements, and (2) maintain and make available to the Government adequate records of such inspection.

d. Final Inspection and Acceptance: Normally a pre-final inspection is done before final inspection. Schedule the pre-final inspection with the Contracting Officer in sufficient time before the final inspection to correct discrepancies prior to contract expiration. Final inspection shall be requested in writing to the Contracting Officer not less than five days prior to the date inspection is desired. Acceptance by the Government shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards the Government's rights under any warranty or guarantee.

1.4. SUPERINTENDENCE BY CONTRACTOR. (FAR 52.236-6)

A superintendent, or another competent individual, with written authority to act for the contractor must be on the job site at all times during performance and until the work is completed and accepted. FAILURE TO MAINTAIN A SUPERINTENDENT ON SITE AT ALL TIMES MAY RESULT IN THE GOVERNMENT DIRECTING A SHUTDOWN OF SITE OPERATIONS. All workers remain in the work area during performance.

1.5. PASSES FOR EMPLOYEES AND VEHICLES. (AFFARS 5352.242-9000)

a. Employee Identification: All prime and subcontractor employees engaged on the work are required to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be to Pass & Identification, Bldg 263, for cancellation upon the release of any employee, loss of identification badges, and/or completion of work.

b. Written Request: The prime contractor must submit a written request on company letterhead to the Contracting Officer listing the contract number, location of work, start and stop dates, names of employees and subcontractors needing access to the base. The letter must also specify the personnel authorized to sign Request for Identification Credentials, AFLC Form 496; with a sample of their signature.

c. Vehicles: You are authorized one service truck on the job site, plus one supervisor's vehicle unless otherwise directed by the Contracting Officer. All other material will be maintained at the authorized storage area.

d. Clearance Certification: Upon termination or completion of the contract or expiration of the identification passes, you must ensure that all base identification passes issued to your employees and to subcontractor's employees are returned to the Pass & Identification Office, Bldg 263. Prior to submitting an invoice for final payment, you must obtain clearance verification from the Pass & Identification Office which states all base identification passes have been turned in or accounted for. This verification shall be attached to your final invoice at the time of submittal for payment. Failure to comply with these requirements will result in withholding of final payment.

1.6. CLEAN UP. (FAR 52.236-12)

a. Daily Housekeeping. It is the responsibility of contractor personnel to maintain good housekeeping practices. Housekeeping will be maintained at a high level at all times. All construction material shall be stored in a neat and stable manner so as to preclude leaning or falling stacks. The contractor shall at all times keep the construction area, and storage area free from accumulation of waste material or rubbish. Scrap material will be removed by the contractor at the end of each work day.

b. Final Site Clean-Up. Prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and material not the property of the Government. Upon completion of the construction, the contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer.

1.7. GOVERNMENT PROPERTY OTHER THAN GFP. (FAR 52.236-9)

a. Protection of Material and Work by the Contractor (FAR 52.236-7): The contractor shall be responsible for; all damages to persons or property that occurs as a result of negligence, taking proper safety and health precautions to protect the work, workers, public and property of others , and for all materials delivered and work performed until completion and acceptance of the entire construction work.

b. Protection of Existing Facilities and Vegetation (FAR 52.236-9): The contractor will (1) preserve and protect all existing vegetation such as trees, shrubs and grass, on or adjacent to, the site of work, which is not to be removed and which does not unreasonably interfere with the construction work and (2) protect from damage all existing improvements or utilities at or near the site of work, the location of which is made known. Contractor will repair or restore any damage to such facilities resulting from failure to comply with the requirements of the contract or failure to exercise reasonable care in performance of the work. If the contractor fails or refuses to repair any such damages promptly, the Contracting Officer may have necessary work performed and charge the cost thereof to the contractor.

1.8. OPERATION OF STORAGE AREA. (FAR 52.236-10)

a. Description and Use of Authorized: All operations of the contractor, including storage of materials, shall be confined to areas authorized by the Contracting Officer. The contractor shall hold and save the Government, its offices, and agents free and harmless from liability of any nature occasioned by the operation. Any material the contractor stores on-site is his responsibility. The Government assumes no responsibility for the security of contractor material.

b. Erection and Removal of Temporary Building: Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the contractor only with the approval of the Contracting Officer. Buildings shall be built with labor and materials furnished by the contractor without expense to the Government. Temporary buildings shall remain the property of the contractor and shall be removed at contractor expense upon completion of work.

c. Authorized Use of Roadways: The contractor shall use only established roadways or construct and use such temporary roadways authorized by the Contracting Officer. Where materials are transported in the prosecution of the work vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs/sidewalks, protection against damage shall be provided by the contractor and any damaged roads, curbs, or sidewalks shall be repaired by, or at the expense of the contractor.

d. Materials: All material coming on the base must be routed through Gate #4. This gate is open from 0800 to 1600, Monday through Friday. Coordination with Security, 926-2187, must be obtained if materials are to be brought on base at any other time.

1.9. SAFETY (FAR 52.236-13)

a. General: Contractor shall adhere strictly to the applicable requirement of OSHA, Safety and Health Regulations. Contractor must coordinate and perform work so as not to impact the

safety of Government employees or cause damage to government property. This requires providing your personnel with safety in and around the work areas and to protect others from hazards generated by the work. All equipment must meet the required standards, and be in good condition during the performance of the contract.

b. Protective Equipment: It is mandatory that all personnel on any construction project wear approved protective equipment. Personal protective equipment such as hard hats, safety glasses, safety shoes, etc., shall be worn in all areas required by the WR-ALC Safety Office and OSHA. All hard hats areas shall be indicated by contractor-furnished signs. All protective equipment must meet OSHA, UAL approved standards and be furnished by the contractor or contractor employee.

c. Ladders/Scaffolds: Ladders shall be structurally rigid, sound, equipped with approved safety shoes, free of cracks and not painted. Metal ladders shall not be used near electrical lines. Ladders will be used only when very small hand tools or handling of light material is involved. Scaffolds shall have handrails and toe boards. Platforms shall be cleated.

d. Hand Tools/Electrical Tools: All hand tools shall be kept in good repair and used only for the purpose intended. Defective tools shall be acceptably repaired or removed from service. Tools shall not be thrown from one level to another; and when used overhead, shall be secured by placing in tool boxes or other suitable containers when not in actual use. All electrical tools shall be properly grounded as necessary. Hand and portable powered tools shall be guarded IQA 29 CFR 1910.243 (OSHA).

e. Pneumatic Tools/Compressed Air: Pneumatic tools and hoses shall be handled in strict accordance with the Occupational Safety and Health Act. Compressed air used for cleaning purposes shall not exceed 30 psi when the nozzle end is obstructed or dead-ended, and then only with personal protective equipment. Compressed air shall not be used to blow dirt from hands, face, or clothing.

f. Protective Barriers/Warning Signs: It is the responsibility of the contractor to be aware of the safety requirements for personnel, equipment, buildings and materials. All protective coverings, shields, protective barriers, barricades, warning signs, etc., will be furnished and installed by the contractor where a hazard or potential hazard exists. The contractor will coordinate with the Government Inspector for concurrence and approval prior to planned installation of protective barriers/barricades. Warning signs shall be placed to provide adequate warning of hazards to workers and the public. Signs required to be seen at night shall be lighted. Kerosene lamps and open flames/pots shall not be used for or with warning signs or devices. The contractor will remove all barricades and barriers upon completion of work or when the hazard no longer exists.

g. Injuries/Mishap Reporting: The contractor shall report all mishaps/incidents (except minor mishaps/incidents or injuries to contractor employees) within one (1) hour during normal day shift hours; all other accidents will be reported as soon as possible the next normal day, by telephone, to the Contracting Officer or the Government Inspector with all available facts relating to each case. This will be confirmed by a written report to the Contracting Officer, with a copy to the Government Inspector and Safety Office. The contractor shall immediately secure the mishap scene and damaged property and impound pertinent maintenance and training records

until released by the Contracting United States Air Force Air Logistic Center (ALC) Safety Office. Such release shall be accomplished through the Contracting Officer. The prime contractor shall require all subcontractors to comply with the required safety, health, and fire standards.

1.10. CHANGES. FAR 52.243-4

a. Authorization: The Contracting Officer may, at any time, make a change in the work within the general scope of the contract. NO OTHER INDIVIDUAL, REGARDLESS OF RANK OR POSITION, HAS AUTHORITY TO DIRECT CHANGES OF ANY KIND. If any changes authorized by the Contracting Officer causes an increase or decrease in the cost, an equitable adjustment will be made and the contract modified accordingly. During the course of the project, a need to modify the contract may arise whereby time does not permit negotiations beforehand. In these cases, you will be given a "Change Order" by the Contracting Officer directing you to perform the work. Negotiations will be conducted as soon as thereafter as practicable.

b. Cost Proposals: The contractor shall furnish a price breakdown itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall include the material, labor, equipment, subcontract and overhead costs, profit and cover all work involved in the change, whether added, deleted or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. If the proposal includes a time extension, a justification shall be furnished.

c. Price Breakdowns: A Construction Cost Estimate Breakdown, AF Form 3052, will be furnished for submitting cost proposals. Instructions for completing the cost breakdowns are on the reverse of the form. The cost breakdown should be in sufficient detail to provide the Contracting Officer with an adequate basis on which to evaluate the proposed change.

d. Modifications. Upon agreement of the cost of a proposed change, the contract will formally be changed in writing by Amendment of Solicitation/Modification of Contract, Standard Form 30. Changes requiring contractor signature will be indicated on the form in Block 13. Promptly return the signed copies to the Contracting Officer for execution.

II - LABOR

1.11. ACTUAL AND POTENTIAL DISPUTES. (FAR 52.222-1) Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance, the contractor shall immediately notify the Contracting Officer with all relevant information.

1.12. DAVIS BACON ACT. (FAR 52.222-6)

a. All mechanics and laborers must be paid unconditionally and not less often than once a week including fringe benefits. A copy of the wage determination decision shall be kept posted at the work site in a prominent place where it can be easily seen by the workers.

b. Subcontractors: Within seven days after the award of any subcontract deliver to the Contracting Officer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. At the same time, furnish a Standard Form 1413, Statement signed by the subcontractor acknowledging the inclusion in this contract of the clauses of this contract entitled "Equal Opportunity", "Davis Bacon Act", "Contract Work Hours and Safety Standards Act-Overtime Compensation", "Apprentices and Trainees", "Payrolls and Basic Records", "Compliance with Copeland Regulations", "Withholding of Funds", "Sub-Contracts", and "Contract Termination Debarment". Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

c. Classification & Wage Rates: All laborers and mechanics, whether employed by the prime or subcontractor, must be classified according to and receive wages and fringe benefits no less than those listed in the Wage Rate Determination contained in the contract.

d. Apprentices or Trainees: Apprentices or trainees can be utilized on the work only when they are registered individually under an Apprenticeship or Trainee Program recognized by or registered with the United States Department of Labor. Before using any apprentice or trainee on work required by the contract, furnish written evidence of registration and the ratio allowed and the wage rate required to be paid.

e. Payrolls: Payrolls will be submitted to the Contracting Officer on a weekly basis. Contractor is responsible for the submission of payrolls for subcontractors. All payrolls must contain a statement of compliance. Failure to promptly submit all payrolls will cause the Contracting Officer to withhold progress or final payments. Payrolls must be received within seven (7) calendar days after the regular payment date of the payroll week covered. You are required to maintain during the course of work and for a period of three years thereafter, all payrolls and basic records for all laborers and mechanics working on this contract. These records will be made available for inspection by authorized representatives of the Contracting Officer and the Department of Labor. Violations of any part of this act may result in the termination of your right to proceed with the work.

1.13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. (FAR 52.222-4) Any laborer or mechanic doing any part of the work more than 40 hours in any work week, shall be compensated for such overtime hours at a rate no less than one and one half times the basic hourly rate of pay. Violations of this provisions of this act will result in liability to the affected employees for any damage due, and to the United States for liquidated damages in the amount of \$10.00 for each calendar day each employee is permitted to work in violation of the act.

1.14. WALSH-HEALEY PUBLIC CONTRACTS ACT. Not Applicable.

1.15. COPELAND (Anti-Kickback) ACT. (FAR 52.222-10) No laborer or mechanic will be forced, intimidated, threatened by dismissal from employment, or induced by any other means to give up any part of the compensation to which he is entitled.

1.16 EQUAL EMPLOYMENT OPPORTUNITY. (FAR 52.222-26) Discrimination against any employee or applicant for employment because of race, religion, color, or national origin is prohibited. Posters regarding the above will be posted in conspicuous places at the job site, available to employees and applicants for employment.

1.17. SERVICE CONTRACT ACT. Not Applicable.

1.18. FIELD CHECKS. Labor checks of employees will be conducted periodically by the Contract Administrator. The primary purpose is to verify that employees are being paid wages under the proper classification.

III - MISCELLANEOUS

1.19. GOVERNMENT-FURNISHED PROPERTY. Government-Furnished Property, if applicable, is addressed specifically in the individual contract.

1.20. SECURITY REQUIREMENTS. (FAR 52.204-2) There are special security requirements applicable to restricted or controlled areas on base. Contractor personnel requiring unescorted entry to controlled areas or restricted areas must obtain a badge for the area.

1.21. APPROVAL OF SUBCONTRACTORS. As a normal course of events, the Government does not approve/disapprove the contractor's choice of subcontractors; however, in accordance with contract provisions, the Government may require removal of specific employees for specific reasons.

1.22. PAYMENT (FAR 52.232-5)

a. Invoices: Payments will be made monthly for work completed. Payment will not be made unless certification, required progress schedules, progress reports, and payrolls are current. Retainage of up to ten percent (10%) of the amount of the payment may be withheld by the Government for less than satisfactory progress.. *In addition, the Contracting Officer may authorize payments for high dollar value material items delivered to the site with paid invoices from suppliers/manufacturers; however, this is an exception to normal practice and will require advance concurrence and approval from the Contracting Officer. Any such plans for billing based upon delivered/stored on-site materials in lieu of actual used/installed materials must be identified up-front and included in your proposed Progress Schedule.*

Invoices are to be paid in the following format:

Amount of Contract	\$250,000.00
Amount Due @ 50% Complete	\$125,000.00
Less 0% Retainage*	\$ <u>0.00</u> *(Assessed for delinquent performance)
Subtotal	\$125,000.00
Less Previous Payments	\$ <u>67,500.00</u>
Amount Due this Estimate	\$ 57,500.00

b. Progress Payments: Invoices should be submitted once a month with an original and four copies. Invoices must reflect the name of the company, contract number, invoice date, percentage of progress billed, estimated and/or actual quantities. Progress payments may be withheld or reduced for:

- (1) Failure to provide certification

- (2) Failure to submit a progress schedule or progress report
- (3) Failure to submit payrolls correctly for you and your subcontractors
- (4) Failure to furnish any of the submittal requirements under the contract
- (5) Failure to make or maintain satisfactory progress/performance

c. Release of Claims: Upon completion and acceptance of all work, the amount due under the contract will be paid upon receipt of a release of all claims against the Government. If the amounts payable has been assigned under an Assignment of Claims, a release will also be required of the assignee. The release of claims shall be submitted along with the final invoice.

1.23. UTILITIES

The Government will make available, from existing outlets and supplies, all reasonably required amounts of utilities. Conserve all utilities that are furnished without charge. Any temporary connections or lines that may be required will be installed, maintained, and removed by the contractor at his own expense. Removal of such connection or lines will be accomplished prior to final acceptance of the construction.

1.24. WARRANTIES AND OPERATION MANUALS

- a. All materials and workmanship shall be guaranteed for one year. The warranty shall not limit the Government's rights with respect to latent defects, gross mistakes, or fraud.
- b. Provide Operating and Maintenance Instructions for all mechanical systems.

IV - OTHER TOPICS

1.25. EMPHASIS ON GOVERNMENT AUTHORIZED REPRESENTATIVE. Any work performed that is not authorized by the Contracting Officer is done at the contractor's own risk and responsibility.

1.26. PROTECTION OF BUILDINGS AND CONTENTS DURING ROOFING OPERATIONS. Review of contractor's plan for rainstorm and fire protection.

1.27. EMPHASIS ON CLEAN STORAGE AND WORK AREAS. U S Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 requires that weeds and grass be kept down at the storage and work sites.

1.28. FIRE PROTECTION AND CUTTING/WELDING.

- a. Fire Prevention.

(1) Blocking Roads/Exitways: The Base Fire Department must be notified prior to blocking any base roads, exits, and exitways in any building.

(2) Fire Alarm Boxes, Extinguishers, or Standpipe: Contractors shall not use or block installed fire equipment without authorization of the fire department. Fire equipment can be blocked no longer than the time needed to accomplish the work required and will not be left blocked after working hours, weekends, or holidays.

(3) Fire Hydrants: Contractors are not allowed to use fire hydrants without prior approval from the fire chief. Fifteen (15) feet clearance is required around all fire hydrants at all times.

(4) Flammable Liquids: All highly flammable liquids such as paints, thinners, etc., will be kept to an absolute minimum in buildings other than those authorized and designated for such storage. Gasoline and other flammable liquids will be stored in approved safety cans. Gasoline dispensing tanks shall be properly grounded, surrounded by a containment dike. All gasoline in excess of five (5) gallons used for the refueling of equipment will be stored only with the approval of the Base Fire Department.

(5) Combustible Material: All debris will be kept to a very minimum during construction inside buildings or facilities. The burning of trash or other waste materials are prohibited on base. All debris outside any facility awaiting removal will not be placed in fire lanes and will be removed from the base daily.

(6) Smoking: Smoking will be permitted in authorized areas only. See Section 1.33 herein for further information.

(7) Tar Kettles: All tar kettles or similar type equipment will be kept at least 25 feet away from buildings. The contractor will be required to have a qualified person in attendance at all times when equipment is in operation, and the appropriate fire extinguishers will be provided by the contractor.

b. Cutting, Brazing, and Welding:

(1) General: Welding, cutting, or use of flame devices require prior approval of the Base Fire Department and Government Inspector. A welding screen shall be used whenever welding is being accomplished.

(2) Operator Responsibility: The cutter/welder shall handle the equipment safely and use it so as not to endanger lives and property. Approval must be obtained from the Base Fire Department and Government Inspector prior to starting any cutting or welding. Operator shall continue to cut or weld only so long as conditions are unchanged from those under which approval was granted. A welding permit will be issued to cover a period not to exceed 8 hours.

(3) Authorization: Prior to cutting or welding, the Base Fire Department and Government Inspector will inspect the area site, brief appropriate personnel and sign off on Cutting, Brazing, and Welding permit, AF Form 592. Contractor will be required to sign the AF Form 592, return to the Base Fire Department, Bldg 377, at the end of each days work.

(4) Fire Extinguishers: The contractor will be required to furnish their own portable fire extinguishers to protect areas where work is performed.

1.29. CERTIFICATES OF INSURANCE

Prior to commencement of work an acknowledgment, agreement and certification of compliance with contract insurance requirements must be completed and submitted to the Contracting Officer for acceptance. This certification, a copy of which is found in Section 2 of this booklet, will remain in force for the duration of the contract. No additional certification will be required. It is the responsibility of the Prime Contractor to ensure that all subcontractors comply with contractual insurance requirements. No certifications from subcontractors are required.

1.30. MATERIAL SUBMITTALS

Prior to using materials on the contract, the Contracting Officer must approve the materials to be used. Instructions for the preparation of a Material Approval Submittal, AF Form 3000, are contained on the reverse thereof. Every effort should be made to submit each submittal within the time specified in the contract after issuance of the "Notice to Proceed" or, for delivery orders issued against a basic IDIQ Contract and for individual Purchase Orders, the date of award.

1.31. PERMITS.

a. Boilers: For all boilers, a permit must be obtained through WR-ALC/EM to the Georgia Dept of Labor. Contractor must furnish the required information, usually within 21 days after notice to proceed. Permit approval typically takes 90 days.

b. Digging: If a digging permit is required, they are obtained only on Monday mornings at 0800 at Bldg 1555. These are valid for 15 days. No digging may be done after 1600 hrs on weekdays or anytime on weekends.

1.32. ENVIRONMENTAL CONCERNS

a. General Environmental:

(1) Information on environmental issues can be obtained from the Environmental Management Directorate, 216 Ocmulgee Court, Robins AFB GA 31098-1646, telephone (912) 926-9645.

(2) All products produced or generated under this contract shall meet all stated performance objectives and shall not violate in any manner the environmental requirements of any applicable local, state, or federal entity including the Department of Defense. Applicable environmental requirements shall include but are not limited to a substance's toxicity, biodegradability, and volatile organic/inorganic compound content. It shall be the sole responsibility of the Contractor and his subcontractors to ensure compliance with all environmental regulations, statutes, directives, etc., of any governing body having jurisdiction over the Contractor or his subcontractors as may be identified in any specific task assigned under this contract. Further, it shall be the Contractor's responsibility to ensure that any and all waste products produced by his efforts or the efforts of his subcontractors are properly disposed of in a manner, which complies with all applicable environmental regulations. As required by the

contract, the Contractor shall inform the Contracting Officer of the disposal method and supply the Contracting Officer with supporting documentation.

(3) In no event shall the Government be held liable for the Contractor's failure and/or the subcontractor's failure to comply with the applicable environmental regulations in force at the time of contract award or as amended during the life of the contract. Further, the Contractor and his subcontractors agree to hold harmless in total the United States for any direct or consequential violation of any environmental regulation, ordinance, or statute. In the case where more than one environmental requirement is present, the Contractor shall comply with the stricter of them. Should there be a conflict between environmental regulations/ordinances/statutes and the contract's specifications, the Contractor shall, in writing, contact the Contracting Officer for a written determination.

(4) WR-ALC/EM personnel conduct no-notice inspections to ensure compliance with all environmental requirements. Written notification of any findings from such an inspection will be forwarded to the Contracting Officer.

b. In Case of Spills:

The Contractor shall take all precautions to prevent the spill of chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides and insecticides, cement drainage, and other harmful substances. Should a spill occur, immediately report all spills to the Base Fire Department, emergency number 911, giving name, telephone number, location(s) of spill and type and amount of material spilled. Notify the Contracting Officer of the spill immediately following initial reporting to the Fire Department. Take containment action against any hazardous spills, which threaten storm drains and other environmental areas. Ensure clean up of materials spilled as a result of Contractor action, or lack thereof. The Contractor is responsible for the clean up of material(s) spilled. No spill residue shall be transported off Robins AFB without specific approval from the Contracting Officer. Spills involving large quantities and/or requiring special protective clothing/breathing devices to clean up facilities may require action by the Base Spill Response Team. The Contractor shall provide support, as appropriate, for containment and clean up of spills. The Contractor will be charged for manpower, equipment and materials used in spill response actions. If the spill exceeds reportable quantity limits, WR-ALC/EM will make the necessary notifications.

POC: Renee Hill, WR-ALC/EMP, 926-1197 x150

c. Air Quality:

(1) In general, no open burning is allowed on base. An exception to this policy may be granted provided the State of Georgia guidelines are followed and EM is contacted for approval.

(2) An air permit is required for certain emission sources such as boilers, operations involving Volatile Organic Compounds (VOCs), etc. All air permits shall be submitted and obtained by WR-ALC/EM.

(3) Where construction/demolition operations create dust, perform dust control as the work proceeds and whenever a dust nuisance or hazard occurs.

POC: Mary Kicklighter, WR-ALC/EMQ, 926-1197 x126

d. Underground Storage Tanks (USTs):

If the Contractor encounters an underground storage tank and/or contaminants (i.e., fuel) in the course of work performed, notify the Contracting Officer immediately. The Contractor is not to disturb the tank until WR-ALC/EM makes the necessary notification to the State of Georgia.

POC: Paul Barker, WR-ALC/EMQ, 926-1197 x120

e. Lead Based Paint:

(1) If the Contractor unexpectedly encounters lead based paint in the course of work performed, notify the Contracting Officer immediately. The Contractor shall take precautions to protect his workers and government employees from exposure to lead dust hazards during construction/ demolition in accordance with OSHA standards.

(2) All debris containing lead paint is to be collected and disposed as hazardous waste.

POC: Kim Kelley, WR-ALC/EMQ, 926-1197 x122

f. Asbestos:

If the Contractor unexpectedly encounters asbestos in the course of work performed, notify the Contracting Officer immediately.

POC: Kim Kelley, WR-ALC/EMQ, 926-1197 x122

g. Contracts Involving Solid Waste:

(1) As required by the contract, the Contractor must provide evidence of proper disposal such as dump tickets from a licensed sanitary landfill and a copy of the landfill license (if other than Houston County Landfill) to the Contracting Officer.

(2) Segregate solid waste materials at the job site based on disposal requirements, i.e., sanitary landfill wastes from other wastes, etc.

(3) Recycling of materials is strongly encouraged. Materials must meet the regulatory definition of non-hazardous. "Recovered materials" are excluded from regulation as solid wastes.

(4) Cardboard – A "Cardboard Only" dumpster can be placed at the work site at the contractor's request for the purpose of collecting cardboard for recycling. If a large quantity of cardboard is to be generated, contact the Contracting Officer or the EM POC to request an appropriate dumpster.

POC: Becky Mitchell, WR-ALC/EMP, 926-1197 x138

h. Contracts Involving Hazardous Materials:

(1) The Contractor must submit a specific list of hazardous materials to be used in the course of the project and the associated Material Safety Data Sheets (MSDS) to the Contracting Officer who will forward them to WR-ALC/EMPH (the Hazardous Material Cell). The Hazardous Material Cell will provide tags identifying the contract, Contractor, period of performance, and the Quality Assurance Evaluator (QAE). The Contractor will place these tags on the material containers.

(2) For additional hazardous material brought on base during the performance of the contract, deliver the MSDS to the Contracting Officer who will forward it to WR-ALC/EMPH. The Hazardous Material Cell will file this information and hold it in an active file for the performance period, then move to an inactive file and hold for one year. The Contracting Officer will ensure the Contractor supplies all required information and conduct periodic visits to the job site to validate compliance.

POC: Roger Cannon, WR-ALC/EMPH, 926-2909

i. Contracts Involving Hazardous Wastes:

(1) The Contractor must submit a list of expected hazardous wastes. As the contract progresses, the Contractor shall submit any changes in hazardous waste generation to the Contracting Officer. The Contractor will be required to submit Material Safety Data Sheets (MSDSs) as an aid in making hazardous waste determinations.

(2) All generators of hazardous waste must have complete training in hazardous waste operations.

(3) All generators of hazardous waste must follow all applicable federal, state, local, and Air Force regulations. All hazardous waste generated on Robins AFB must be properly containerized and turned over to the Hazardous Waste Processing Facility (HWPF) personnel of WR-ALC/EM, located in Building 359, 926-1127, for disposal.

(4) Typical hazardous waste generally encountered during a project include:

(a) Fluorescent bulbs are considered Universal Waste and should be recycled through EM, or they must be treated as a hazardous waste. Collection containers for fluorescent bulbs can be obtained at the HWPF. The bulbs must then be turned in to EM at the HWPF.

(b) Fuels, oils, and lubricants are used oils and must be managed IAW 40 CFR 279. These items may be turned in to EM at the HWPF for recycling.

(c) Mercury from thermostats is Universal Waste and should be turned in to EM at the HWPF for recycling, or material must be treated as a hazardous waste.

(d) Empty or discarded aerosol cans, paint thinners, and liquid paints are hazardous wastes.

(5) The basic responsibilities of HW generators are:

(a) Request containers by calling Bldg. 359, 61127, three days in advance.

(b) Request proper containers by accurately describing waste, which may include a Material Safety Data Sheet.

(c) Ensure that materials placed in containers are only those reflected on the waste label and that the container remains closed except when placing waste in the container.

(d) Segregation of waste into proper containers, e.g. “Oxidizers”, “Flammables”, “Rags with Petroleum, Oil and Lubricants (POL)s”, or “Rags with Solvents”.

(e) Immediately correct discrepancies of containers not compliant with this procedure.

(f) Call the HWPF at 926-1127 when the container is full; move the container to a 90-day Accumulation Site (ACCS) within three days or request pick-up from the HWPF.

(g) Container/Label Request:

(i) To request a container with a label, the generator will call the HWPF at 926-1127. HWPF personnel will deliver the containers with labels to the ACCS or facility within three days. In an emergency, generators may pickup containers from the HWPF. The generator must provide the following information to receive a container with a label:

(ii) Waste Description. For wastes that are not in the waste stream inventory, generators will be asked to fill out a Onetime Turn-In form (these forms must be coordinated through EM before a drum or label can be issued) to provide as much background information as possible about the waste. Generators will be expected to provide information about how the waste was generated (e.g., from a process, spill) and what it may be (e.g., paint, oil and water). Generators will be asked to provide as much chemical specific information as they can. An MSDS should be turned in with the waste.

(h) Container Turn-In:

(i) When containers are full, the generator will date the drums, call the HWPF at extension 926-1127, and inform the HWPF of the Accumulation Start Date (ASD) for the containers. It is critical that the generating activity informs the HWPF of the ASD so that start dates may be tracked centrally. (This does not apply to ACCS containers that will have the dates premarked.) Generators are then required to move containers to a 90-day storage area immediately (Bldg. 359 or an approved 90-day ACCS). HWPF personnel will pick-up containers from facilities that do not have access to an ACCS and from 90-day ACCS as requested. Generators also may deliver containers to the HWPF, Bldg. 359. The following conditions must be met:

(ii) Drums must have at least 4 inches of headspace and bungs/lid rings must be secured. Drums should not be filled so that they exceed a maximum net weight of 882 pounds for 55-gallon or 85-gallon drums.

(iii) No fluid or residue is on the top of the container.

(iv) Containers must be properly identified with an EM label, have an MSDS, and be packaged in an approved UN container.

(v) Containers are on a 4x4-hardwood pallet in good condition. No more than three drums per pallet (55-gallon), or 2 drums (85-gallon) when full, and no more than 4 drums when empty.

(vi) Containers should be in good condition (not leaking, bulging, badly dented or severely rusted).

(vii) Containers will not be picked up if the above conditions are not met. EM will pickup drums from generators who do not have access to an ACCS.

POC: Jim Reese, WR-ALC/EMP, 926-1127

j. Natural/Cultural Resources & Historic Buildings:

(1) Damage to tree roots in the process of digging for utility installation/repair shall be avoided. Protection to trees should be provided to prevent defacement and injury.

(2) Do not take actions which affect the existing water quality standards of base water sources such as streams, lakes and rivers. Use steps necessary to control erosion such as silt fences, mulch, and straw bales.

(3) Wetland areas shall not be disturbed and shall be protected. Provide adequate water and land protection measures to prevent construction site sediments and runoff from entering wetlands.

(4) All archeological finds shall be preserved. If finds are made during construction, stop work and notify the Contracting Officer for guidance.

POC: Bobby Ellis, WR-ALC/EMX, 926-1197 x199

1.33. SMOKING

All personnel must comply with the Tobacco-Free Air Force policy. WR-ALC base-wide smoking policy is provided in WR-ALC/CC letter dated 29 Aug 97 and WR-ALC/PK letter dated 02 Oct 97, copies of which are found on pages 45 and 46 of this booklet. Smoking is prohibited in all facilities except those areas identified by "Smoking Permitted" signs (e.g. Bldgs 125, 140, & 169). Smoking outside of facilities/buildings must be in approved areas. The installation commander may order removal of contractor personnel who do not comply with this

policy. It is the responsibility of the prime contractor to ensure all subcontractors are notified of the policy and the potential ramifications of noncompliance.

1.34. PERFORMANCE EVALUATION

At the completion of each construction contract exceeding \$25,000, and those less than \$25,000 with less than satisfactory overall performance, a DD Form 2626 (See Pages 47 and 48 herein) "Performance Evaluation (Construction) will be prepared jointly by the Contract Administrator and the Inspector. Upon completion, this form will be forwarded to the contractor for review and comment. Any comments submitted by the contractor will be reviewed by the Contract Administrator and the Inspector and the ratings may be revised, if so justified. The final document, with the contractor's comments, will be forwarded to 78CEG/CE and WR-ALC/PK for final approval. This document will be retained as a record of the contractor's performance and may be reviewed by appropriate personnel/agencies when considering the contractor for future awards or other such reasons as may be deemed appropriate.

1.35. CLOSING REMARKS

The primary purpose of this document is to help construction contractors better understand and comply with contractual requirements. This is only an instructional guide and not a contractual document. The individual contract may specify many requirements not covered by this guide and some of the instructions contained herein may not apply. It is the contractor's responsibility to completely review and comply with all terms and conditions required by the contract. **NOTHING IN GUIDEBOOK IS TO BE CONSTRUED AS OVERRIDING CONTRACT REQUIREMENTS.** This is a military installation and compliance with all security requirements is mandatory.



PART 2

SAMPLES OF AIR FORCE CONTRACT FORMS AND OTHER DOCUMENTS

Note: Samples of required Labor Posters are attached herein; however, current Labor Law information and up-to-date copies of required Posters may be found on the Department of Labor Website at:

<http://www.dol.gov/dol/public/regs/main.htm>



CONTRACT PROGRESS SCHEDULE (See Contractor's Instructions on Reverse)

Form Approved
OMB NO 0704-0188

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your (form questionnaire) to either of these addresses. Send your completed (form questionnaire) to: SAF AOCQ, Washington DC 20330-1000

1. CONTRACT NO F09650-98-C0000		8. PROJECT TITLE COMPLETE		10. APPROVAL RECOMMENDED BY DATE SIGNED Leave Blank		INSTALLATIONS ENGINEER'S SIGNATURE Leave Blank	
2. STARTING DATE * See Note		9. SUBMITTED BY DATE SIGNED Complete		11. APPROVED BY DATE SIGNED Leave Blank		CONTRACTING OFFICER'S SIGNATURE Leave Blank	
3. COMPLETION DATE		CONTRACTOR'S NAME (Last, First, Middle Initial), ADDRESS (Street, City, State, Zip Code)		CONTRACTOR'S SIGNATURE Sign			
4. PURCHASE REQUEST NO		DATE SIGNED		Complete			
5. PROJECT NO		DATE SIGNED		Complete			
6. ACTUAL STARTING DATE		DATE SIGNED		Complete			
7. ACTUAL COMPLETION DATE		DATE SIGNED		Complete			
WORK ELEMENTS B		MONTHLY INCREMENTS		WEEKS			
		Jan 98 Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan 99 Feb					
Job Set-Up /Bond Cost		1					
Demolition		3					
Excavation		3					
Masonry		5		100%			
Structural		27		7 7 13		90%	
Mechanical		25		5 8 12		80%	
Electrical		7		3 4		70%	
Testing		2		2		60%	
Insulation		4		4		50%	
Dry Wall		8		8		40%	
Ceiling		5		5		30%	
Painting		4		4		20%	
Floor Covering		5		5		10%	
Clean-Up		1		1		0%	
		6%		13%		31%	
		6%		19%		65%	
				29%		94%	
				100%			

INSTRUCTIONS TO CONTRACTORS

1. Prepare three copies of AF Form 3064, in accordance with these instructions and submit to the contracting officer at the time stated in the contract or as established by the contracting officer.
2. Blocks 1, 2, and 3. Enter the contract number, starting date, and completion date as shown on the contract.
3. Block 8. Enter the title of the project as shown on the contract.
4. Block 9. Enter name and address of your firm. The three copies submitted to the contracting officer must be dated and signed by the contractor or an authorized representative of the firm.
5. Lines 1 through 16. Major elements of work (whether unit price or lump sum contract) such as excavation, concrete work, carpentry, engineering, installation of communication electronic facilities, etc., will be shown in Column B in logical sequence and in sufficient detail to identify the element.
6. The percentage of each listed work element to the complete job will be shown opposite each element in Column C. As an example, if 3 work elements are shown: excavation, concrete work, and backfill, and it is estimated that excavation is 50% of the total job, concrete 30%, and backfill 20%, these percentages will be shown opposite each element. The total must equal 100%.
7. Columns D through Q will be used to show planned periodic progress, as required by the contracting officer, during the period of the contract. Only the top half of the space under these columns will be used by contractors. Using the example cited above and assuming that the contract period for performance is 8 weeks, and it is planned to accomplish 10% of the excavation work the 1st week and 20% each week until excavation is complete, 10 would be shown in the upper half of Line 1 under Column D, 20 under Column E, and 20 under Column F for a total of 50%. If it is planned to accomplish the concrete work during the 4th, 5th, and 6th weeks in equal amounts, 10 would be entered under Columns G, H, and I on Line 2. Assuming the backfill will be accomplished during the 7th and 8th weeks, 10 would be entered under Columns J and K on Line 3. If the contract extends beyond 14 weeks, additional copies of AF Form 3064, with appropriate alterations, may be spliced on as a continuation of performance record.
8. Total amount of work planned at intervals as shown in Columns D through Q will be totaled and entered in the top half of the space under the appropriate column on Line 16. Again using the example cited above, the totals under Columns D through K would read 10, 20, 20, 10, 10, 10, 10, 10, for a total of 100%. These totals will be used to plot an overlay graph using Lines 67 through 15, Beginning with Column D and extending to the right that number of columns (weeks) authorized by the contract for performance time.
9. beginning at the lower left corner, line 15, column D, the graph will be plotted using a broken or dotted line showing the cumulative total progress for planned intervals. again using the example cited above, the dotted line would, for the 1st week, extend from line 15 to line 14 under column d for 10%. The second week the dotted line would extend from line 14 to line 12 under Column E for 20%, making a cumulative total of 30%. The dotted line should end (100%) at the intersection of Line 5 and Column K.
10. In the event the contract is modified by the contracting officer under terms of the contract, changing the progress of work as originally scheduled, adding or deleting work or changing the original completion date, a revised progress schedule will be prepared and submitted to the contracting officer for approval. In preparing the revised schedule, the amount of work completed will be considered, together with the changed new completion date set forth in the contract modification. Considering these factors, the work under the contract will be rescheduled over the new total performance time in the same manner that the original schedule was prepared. The new completion date will be entered in Block 3. "First Revised Schedule." "Second Revised Schedule," etc., will be entered immediately underneath the form title. Time of submission of the revised schedule will be determined by the contracting officer.
11. At such intervals as may be established by the contracting officer, the contractor will submit to the contracting officer AF Form 3065. "Contract Progress Report," indicating the percentage of work accomplished for each work element during the established reporting period. Accurate reports are of the utmost importance to the contractor and to the Government, since the percentage of completion, or progress, thus reported is used in administration of the contract and may be used in connection with approval of partial payments under the contract. Care should be taken to plan the work in such manner that it can be accomplished as stated in this schedule. If for any reason it becomes known that any part of the progress under this contract will be delayed, this fact should be reported to the contracting officer immediately.

CONTRACT PROGRESS REPORT					OMB NO. 9000-0058 Expires Apr 30, 1999	
<small>Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (OMB No. 9000-0058), 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</small>						
<small>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO : SAF/AQCO, 1060 Air Force Pentagon, Washington DC 20330-1060.</small>						
CONTRACTOR JOHN DOE CONSTRUCTION CO INC				ADDRESS 123 MAIN ST BYRON GA 31000		
REPORT NO. 1	PERIOD COVERED FROM: 1 Jan 98 TO: 31 Jan 98		PROJECT NO. 989999	CONTRACT NO. F09650-98-C0000		COMPLETION DATE 31 Dec 98
LINE NO.	WORK ELEMENT			% OF TOTAL JOB	% COMPLETED THIS PERIOD	% COMPLETED CUMULATIVE
1	Job Set-Up/Bond Cost			1.000	1.000	1.000
2	Demolition			3.000	3.000	3.000
3	Excavation			3.000	2.000	2.000
4	Masonry			5.000		
5	Structural			27.000		
6	Mechanical			25.000		
7	Electrical			7.000		
8	Testing			2.000		
9	Insulation			4.000		
10	Dry Wall			8.000		
11	Ceiling			5.000		
12	Painting			4.000		
13	Floor Covering			5.000		
14	Clean-Up			1.000		
TOTAL				100.000	6.000	6.000
REMARKS						
<small>At the Contracting Officer's discretion and according to the payments clause of the contract, the information provided on this form may be used for computing progress payments.</small>						
PROGRESS OR COMPLETION CERTIFICATE						
<small>I hereby certify that the contractor has satisfactorily completed the indicated percentage of the contract per contract specifications.</small>						
SUBMITTED BY OR FOR						
<div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> BASE CIVIL ENGINEER </div>						
TYPE OR PRINT NAME AND TITLE JOHN DOE/PRESIDENT				SIGNATURE		DATE 31 Jan 98
REVIEWED BY OR FOR CONTRACTING OFFICER						
TYPE OR PRINT NAME AND TITLE				SIGNATURE		DATE

MATERIAL APPROVAL SUBMITTAL <i>(See Instructions on Reverse)</i>				<i>Form Approved</i> OMB No 9000-0062 <i>Expires Apr 30, 1993</i>		
Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project OMB No 9000-0062, Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send your completed form to: SAF/AQCO, Pentagon, Washington DC 20330-1000.						
TO: (Contracting Officer) ROBERT E SWISHER, II			FROM: (Contractor) JOHN DOE CONSTRUCTION CO INC		DATE 15 Jan 98	
CONTRACT NUMBER F09650-98-C0000			SUBMISSION NUMBER FOUR (4)		SUBMITTAL <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RESUBMITTAL	
PREVIOUS SUBMISSION NUMBER THREE (3), 4 JAN 98			PROJECT NUMBER 980000			
TO BE COMPLETED BY CONTRACTOR				FOR GOVERNMENT USE ONLY		
ITEM NO.	SPECIFICATION SECTION/ PARA NO./DRAWING NO.	DESCRIPTION OF MATERIAL <i>(Include Type, Model Number, Catalog Number, Mfg., etc.)</i>	AP- PROVED	DISAP- PROVED	SEE REVERSE	INITIAL
	Sec 05200	Open Web Joists, Jones' Steel Co				
		Shop Drawing XYZ123, dated 21 Dec 97				
	Sec 09110	Steel Studs, Wheeling-Pittsburg #4C020				
	Sec 15000	Packaged Outdoor Air Cooled Liquid Chiller, Model				
		30CB040-6.1, Carrier Corp Catalog No. 523-028				
BY COMPLETING THIS FORM, THE UNDERSIGNED CONTRACTOR CERTIFIES THAT THE MATERIAL COMPLIES WITH ALL SPECIFICATIONS OF SUBJECT CONTRACT.						
DATE 15 Jan 98	TYPE OR PRINT NAME AND TITLE JOHN DOE/PRESIDENT		SIGNATURE			
FOR GOVERNMENT USE ONLY						
TO: (Base Civil Engineering Officer)						
For Evaluation and Action						
DATE	TYPE OR PRINT NAME AND GRADE		SIGNATURE			
TO: (AF Contracting Office)						
RECOMMEND	<input type="checkbox"/>	APPROVAL	<input type="checkbox"/>	DISAPPROVAL AS INDICATED ABOVE AND SUBJECT TO ANY APPLICABLE COMMENTS ON THE REVERSE		
DATE	TYPE OR PRINT NAME AND GRADE		SIGNATURE			
TO: (Contractor)						
<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED AS INDICATED ABOVE AND SUBJECT TO ANY APPLICABLE COMMENTS ON THE REVERSE SIDE. REQUEST RESUBMITTAL ON DISAPPROVED ITEMS WITHIN _____ DAYS OF DATE SHOWN BELOW.						
DATE	TYPE OR PRINT NAME AND GRADE		SIGNATURE			

(Number to correspond with applicable Item Number on reverse)

1. The term "material" is defined as articles, supplies, raw materials, equipment, parts, components, and end items that are to be incorporated into the work required by the contract.
2. This form is to be used by contractors for submitting Shop Drawings, Equipment Data, Manufacturer's Literature and Certificates and samples of Materials to the Government for approval in accordance with the provisions of this contract. Unless otherwise specified, it is to be prepared in 4 copies, signed, and provided to the contracting officer with appropriate attachments.
3. Item(s) to be approved will be clearly tabbed or identified. Data pertaining to item(s) to be approved will be clearly identified or tabbed, particularly where documents are voluminous, in order to properly evaluate the materials or articles to be incorporated in the work. Each attachment will be numbered to correspond with the item number shown on the face of this form.
4. Requests submitted shall be numbered consecutively, by contract, in the space entitled "Submission No.". This number, in addition to the Contract No., will be used to identify each Material Approval Submittal. Resubmissions will be indicated in the appropriate block and the insertion of previous submission number and data in addition to a new submission number. A single submission should be used for all work of a section of the specifications, but in NO instance should the submission include work for more than one (1) contract. Submittals requiring priority handling will be submitted by separate submittal using the form and so marked across the face of the form.
5. This Material Approval Submittal is not valid unless it is signed by the contracting officer. This approval is required as called for by the contracting officer under the terms of this contract.

STATEMENT OF COMPLIANCE

Form Approved
OMB No. 1215-0149
Expires Jun 30, 1997

Public reporting burden for this collection of information is estimated to average 16 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (1215-0149), Washington, DC 20503.
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN THE COMPLETED FORM TO THE CONTRACTING OFFICER.

1. PAYROLL NUMBER 22	2. PAYROLL PAYMENT DATE (YYMMDD) 980115	3. CONTRACT NUMBER F09650-98-C0000	4. DATE (YYMMDD) 980114
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I, John Doe, President/Owner do hereby state
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by John Doe Construction Co Inc
(Contractor or subcontractor)

on the Robins AFB GA; that during the payroll period commencing on the 4th day of
(Building or work)

Jan, 19 98, and ending the 10th day of Jan, 19 98, all persons employed

on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on

behalf of said John Doe Construction Co Inc from the full weekly wages earned by any person
(Contractor or subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA, FEDERAL WITHHOLDING, STATE, CITY, DUES

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract,

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION

5. REMARKS

6. NAME (Last, First, Middle Initial) DOE, JOHN D	7. TITLE PRESIDENT/OWNER	8. SIGNATURE
---	------------------------------------	--------------

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**INSTRUCTIONS FOR PREPARATION OF DD FORM 879,
STATEMENT OF COMPLIANCE**

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should *show on the face of his/her payroll all monies paid to the employees* whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that *he/she is paying to others* fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

**CONTRACTORS WHO PAY ALL REQUIRED
FRINGE BENEFITS**

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees, just as always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that payment is also being made to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

**CONTRACTORS WHO PAY NO FRINGE
BENEFITS**

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$X.XX/XX. In addition, the contractor shall mark paragraph 4(b) of the statement to indicate that payment is being made of fringe benefits in cash directly to employees. Any exceptions shall be noted in Section 4(c).

USE OF SECTION 4(c), EXCEPTIONS

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may mark, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans,

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

FORM WH-347 (1/68) — FORMERLY SOL 184—PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

Date _____

[illegible]

{Title}

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

on the _____ (Building or work)

(Contractor or subcontractor)

—; that during the payroll period commencing on the

day of _____, 19____ and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

from the full _____
(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 49 U.S.C. 276c), and described below:

have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ —Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

[illegible]

(2) That any payrolls otherwise under this contract required for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed;

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS.

☐ --In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 10091 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

JOHN DOE CONSTRUCTION CO INC
123 MAIN ST
BYRON GA 31000

INVOICE NO: 000001
DATE: 31 JAN 98

TO: WR-ALC/PKOEB
215 Byron St
Robins AFB GA 31098-1611

Contract Number: F09650-98-C-0000
Project: WR# or UHHZ#
Description of Project (i.e. Repair of Bldg 4)

Amount of Contract	\$250,000.00
Amount Due @ 50% Complete	\$125,000.00
Less 0% Retainage	<u>\$ 0.00</u> *(Assess for delinquent performance)
Subtotal	\$125,000.00
Less Previous Payments	<u>\$ 67,500.00</u>
Amount Due This Estimate	\$ 57,500.00

I certify that, to the best of my knowledge and belief, the amounts requested are only for performance in accordance with the contract's terms, that subcontractors and suppliers have been paid from previously received contract payments, and that timely payment will be made from the proceeds of the payment being requested, and further, that the application for payment does not include any amounts which the contractor proposes to withhold from his subcontractors in accordance with the terms and conditions of their subcontracts.

JOHN DOE CONSTRUCTION CO INC
31 Jan 98

Contract No:

RELEASE OF CLAIMS

Pursuant to the clause of subject contract entitled "Payments to Contractor," for and in consideration of any partial payments made to this company and the payment of the final sum in the amount of now due, for the performance under this contract, by and between the United States Air Force and this company, the receipt of all of which is hereby acknowledged, the contractor releases or discharges the Government of the United States from any and all claims of any form or nature, because of or growing out of this contract and/or its performance, which it has had, has or may have in the future; excepting only claims of the specific sort, extent or nature as follows:

ASSIGNEE

SIGNATURE

SIGNATURE

TYPED NAME

NAME

TITLE

ADDRESS

NAME OF FIRM

ADDRESS

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract) 05 Jan 98	FORM APPROVED OMB NO. 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) <div style="text-align: center; padding: 10px;"> John Doe Construction Co Inc 123 Main St Byron GA 31000 </div>	TYPE OF ORGANIZATION ("X" one) <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION </div> STATE OF INCORPORATION <div style="text-align: center; padding: 5px;">Georgia</div>
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SURETY(IES) (Name(s) and business address(es)) <div style="text-align: center; padding: 10px;"> Fidelity and Deposit Company of Georgia 1111 Peachtree Cir Augusta GA 32222 </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-size: small;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width: 25%; font-size: small;">MILLION(S)</th> <th style="width: 25%; font-size: small;">THOUSAND(S)</th> <th style="width: 25%; font-size: small;">HUNDRED(S)</th> <th style="width: 25%; font-size: small;">CENTS</th> </tr> <tr> <td></td> <td style="text-align: center;">41</td> <td style="text-align: center;">700</td> <td style="text-align: center;">00</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 50%; font-size: small;">CONTRACT DATE</th> <th style="width: 50%; font-size: small;">CONTRACT NO.</th> </tr> <tr> <td style="text-align: center; padding: 5px;">26 Dec 97</td> <td style="text-align: center; padding: 5px;">F09650-98-C0000</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		41	700	00	CONTRACT DATE	CONTRACT NO.	26 Dec 97	F09650-98-C0000
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
	41	700	00														
CONTRACT DATE	CONTRACT NO.																
26 Dec 97	F09650-98-C0000																

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. John D Doe President	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	Fidelity and Deposit Co of Georgia	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY C	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY D	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY E	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY F	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY G	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)"

on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract) <div style="font-size: 1.2em;">05 Jan 98</div>	FORM APPROVED OMB NO. <div style="font-size: 1.2em;">9000-0045</div>
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) <div style="padding-left: 20px;">John Doe Construction Co Inc 123 Main St Byron GA 31000</div>	TYPE OF ORGANIZATION ("X" one) <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> INDIVIDUAL</div> <div><input type="checkbox"/> PARTNERSHIP</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> JOINT VENTURE</div> <div><input checked="" type="checkbox"/> CORPORATION</div> </div> STATE OF INCORPORATION <div style="text-align: center;">Georgia</div>
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SURETY(IES) (Name(s) and business address(es)) <div style="padding-left: 20px;">Fidelity and Deposit Co of Georgia 1111 Peachtree Cir Augusta GA 32222</div>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-size: 0.8em;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width:20%; font-size: 0.7em;">MILLION(S)</th> <th style="width:20%; font-size: 0.7em;">THOUSAND(S)</th> <th style="width:20%; font-size: 0.7em;">HUNDRED(S)</th> <th style="width:20%; font-size: 0.7em;">CENTS</th> </tr> <tr> <td></td> <td style="text-align: center;">83</td> <td style="text-align: center;">400</td> <td style="text-align: center;">00</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width:50%; font-size: 0.7em;">CONTRACT DATE</th> <th style="width:50%; font-size: 0.7em;">CONTRACT NO.</th> </tr> <tr> <td style="text-align: center;">26 Dec 98</td> <td style="text-align: center;">F09650-98-C0000</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		83	400	00	CONTRACT DATE	CONTRACT NO.	26 Dec 98	F09650-98-C0000
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
	83	400	00														
CONTRACT DATE	CONTRACT NO.																
26 Dec 98	F09650-98-C0000																

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	
	John D Doe President			

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	Fidelity and Deposit Co of Georgia	STATE OF INC. Georgia	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY C	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY D	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY E	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY F	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY G	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

BOND PREMIUM	RATE PER THOUSAND \$	TOTAL \$
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)"

on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGEMENT, AGREEMENT AND CERTIFICATION OF COMPLIANCE
WITH CONTRACT INSURANCE REQUIREMENTS
CONTRACT F09650-

The undersigned Contractor hereby acknowledges that he/she has read and understands the insurance requirements specified in this contract, and hereby certifies; 1) that such insurance has been obtained and agrees that said insurance will be maintained in at least the amount and types specified in this contract and during any modifications and/or time extensions granted thereto; 2) that these required insurance policies will each contain an endorsement to the effect that cancellation or any material change to the insurance policies adversely affecting the interest of the Government shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Contracting Officer; 3) that Georgia Workmen's Compensation Insurance, or letter of reciprocal agreement with another State, shall be maintained on this contract for and during the entire performance period and for and during any modifications and/or time extensions granted thereto; 4) where applicable, before subcontractor's commencement of work, the Contractor shall ensure that each subcontractor possesses current certification of insurance satisfying the contract requirements; and 5) that this agreement shall become a part of the above referenced contract and shall be legally binding and enforceable by Law.

(CONTRACTOR)

(INSURANCE COMPANY NAME)

(STREET ADDRESS)

(STREET ADDRESS)

(CITY, STATE, ZIP)

(CITY, STATE, ZIP)

(AUTHORIZED SIGNATURE, DATE)

(AGENT, TELEPHONE NUMBER)

(TYPED NAME AND TITLE)

(POLICY NUMBER)

ACCEPTANCE

The undersigned Contracting Officer, on behalf of the United States of America, hereby accepts the above Agreement and Certification and hereby incorporates the above Agreement into the above referenced contract in full text in compliance with FAR 52.228-5 or 52.228-8, as applicable.

UNITED STATES OF AMERICA

DATE: _____

(CONTRACTING OFFICER/PKOE)

NOTICE TO ALL EMPLOYEES



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

A large, empty rectangular box with a thin black border, intended for the contact information of the Contracting Officer.

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:

U.S. Department of Labor
Employment Standards Administration



Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA AND SPECIAL DISABLED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 219-9430, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Government, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applications and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these Federal laws.

If you believe that you have been discriminated against under any laws, you immediately should contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L. Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes; or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disabilities in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against disabled persons who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

JOB SAFETY & HEALTH PROTECTION

The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. Provisions of the Act include the following:

Employers

All employers must furnish to employees employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious harm to employees. Employers must comply with occupational safety and health standards issued under the Act.

Employees

Employees must comply with all occupational safety and health standards, rules, regulations and orders issued under the Act that apply to their own actions and conduct on the job.

The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor has the primary responsibility for administering the Act. OSHA issues occupational safety and health standards, and its Compliance Safety and Health Officers conduct jobsite inspections to help ensure compliance with the Act.

Inspection

The Act requires that a representative of the employer and a representative authorized by the employees be given an opportunity to accompany the OSHA inspector for the purpose of aiding the inspection.

Where there is no authorized employee representative, the OSHA Compliance Officer must consult with a reasonable number of employees concerning safety and health conditions in the workplace.

Complaint

Employees or their representatives have the right to file a complaint with the nearest OSHA office requesting an inspection if they believe unsafe or unhealthful conditions exist in their workplace. OSHA will withhold, on request, names of employees complaining.

The Act provides that employees may not be discharged or discriminated against in any way for filing safety and health complaints or for otherwise exercising their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with their nearest OSHA office within 30 days of the alleged discriminatory action.

Citation

If upon inspection OSHA believes an employer has violated the Act, a citation alleging such violations will be issued to the employer. Each citation will specify a time period within which the alleged violation must be corrected.

The OSHA citation must be prominently displayed at or near the place of alleged violation for three days, or until it is corrected, whichever is later, to warn employees of dangers that may exist there.

Proposed Penalty

The Act provides for mandatory civil penalties against employers of up to \$7,000 for each serious violation and for optional penalties of up to \$7,000 for each nonserious violation. Penalties of up to \$7,000 per day may be proposed for failure to correct violations within the proposed time period and for each day the violation continues beyond the prescribed abatement date. Also, any employer who willfully or repeatedly violates the Act may be assessed penalties of up to \$70,000 for each such violation. A minimum penalty of \$5,000 may be imposed for each willful violation. A violation of posting requirements can bring a penalty of up to \$7,000.

There are also provisions for criminal penalties. Any willful violation resulting in the death of any employee, upon conviction, is punishable by a fine of up to \$250,000 (or \$500,000 if the employer is a corporation), or by imprisonment for up to six months, or both. A second conviction of an employer doubles the possible term of imprisonment. Falsifying records, reports, or applications is punishable by a fine of \$10,000 or up to six months in jail or both.

Voluntary Activity

While providing penalties for violations, the Act also encourages efforts by labor and management, before an OSHA inspection, to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries. OSHA's Voluntary Protection Programs recognize outstanding efforts of this nature.

OSHA has published Safety and Health Program Management Guidelines to assist employers in establishing or perfecting programs to prevent or control employee exposure to workplace hazards. There are many public and private organizations that can provide information and assistance in this effort, if requested. Also, your local OSHA office can provide considerable help and advice on solving safety and health problems or can refer you to other sources for help such as training.

Consultation

Free assistance in identifying and correcting hazards and in improving safety and health management is available to employers, without citation or penalty, through OSHA-supported programs in each State. These programs are usually administered by the State Labor or Health department or a State university.

Posting Instructions

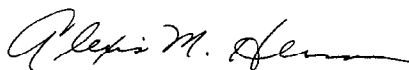
Employers in States operating OSHA approved State Plans should obtain and post the State's equivalent poster.

Under provisions of Title 29, Code of Federal Regulations, Part 1903.2(a)(1) employers must post this notice (or facsimile) in a conspicuous place where notices to employees are customarily posted.

More Information

Additional information and copies of the Act, OSHA safety and health standards, and other applicable regulations may be obtained from your employer or from the nearest OSHA Regional Office in the following locations:

Atlanta, GA	(404) 562-2300
Boston, MA	(617) 565-9860
Chicago, IL	(312) 353-2220
Dallas, TX	(214) 767-4731
Denver, CO	(303) 844-1600
Kansas City, MO	(816) 426-5861
New York, NY	(212) 337-2378
Philadelphia, PA	(215) 596-1201
San Francisco, CA	(415) 975-4310
Seattle, WA	(206) 553-5930



Alexis M. Herman, Secretary of Labor

Washington, DC
1997 (Reprinted)
OSHA 2203

U.S. Department of Labor
Occupational Safety and Health Administration



This information will be made available to sensory impaired individuals upon request.
Voice phone: (202) 219-8615; TDD message referral phone: 1-800-326-2577

Your Rights

Under The

Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1420
June 1993

Your Rights Under the Fair Labor Standards Act

Federal Minimum Wage

\$4.75 *per hour*
beginning October 1, 1996

\$5.15 *per hour*
beginning September 1, 1997

Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.

Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

Tip Credit – Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

Overtime Pay

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

Child Labor

An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than –

- 3 hours on a school day or 18 hours in a school week;
- 8 hours on a non-school day or 40 hours in a non-school week.

Also, work may not begin before 7 a.m. or end after 7 p.m., except from June 1 through Labor Day, when evening hours are extended to 9 p.m. Different rules apply in agricultural employment.

Enforcement

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Fines of up to \$10,000 per violation may be assessed against employers who violate the child labor provisions of the law and up to \$1,000 per violation against employers who willfully or repeatedly violate the minimum wage or overtime pay provisions. This law prohibits discriminating against or discharging workers who file a complaint or participate in any proceedings under the Act.

Note:

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa.
- Where state law requires a higher minimum wage, the higher standard applies.

For Additional Information, Contact the Wage and Hour Division office nearest you — listed in your telephone directory under United States Government, Labor Department.

This poster may be viewed on the world wide web at this address: <http://www.dol.gov/dol/esa/public/minwage/main.htm>

The law requires employers to display this poster where employees can readily see it.





NOTICE

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS*

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits *polygraph* (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties up to \$10,000 against violators. Employees or job applicants may also bring their own court actions.

ADDITIONAL INFORMATION

Additional information may be obtained, and complaints of violations may be filed, at local offices of the Wage and Hour Division, which are listed in the telephone directory under U.S. Government, Department of Labor, Employment Standards Administration.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

**The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.*

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

Wage and Hour Division
Washington, D.C. 20210

WH Publication 1462
September 1988



DEPARTMENT OF THE AIR FORCE
HQ WARNER ROBINS AIR LOGISTICS CENTER (AFMC)
ROBINS AIR FORCE BASE GEORGIA

2 OCT 1997

MEMORANDUM FOR ALL BASE CONTRACTORS

FROM: WR-ALC/PK

SUBJECT: Warner Robins Air Logistic Center Policy--Smoke Breaks

1. The Warner Robins Air Logistics Center Commander established a new mandatory policy regarding employee smoke breaks which was effective 1 Sep 1997. A copy of his letter is attached and provides the details of the new policy. This represents a significant change for personnel who smoke. As a member of Team Robins Plus, I solicit your support in adopting our Commander's policy on this issue.
2. A common and consistent approach regarding smoke breaks will be an important factor in maintaining the most productive and harmonious business relationships possible on Robins Air Force Base.

DAVID D. BURTON, SES
Director
Directorate of Contracting

Attachment:
WR-ALC/CC Memo, 29 Aug 97

RECEIVED WR-ALC/PK
21 OCT 1997 14 12



DEPARTMENT OF THE AIR FORCE

HQ WARNER ROBINS AIR LOGISTICS CENTER (AFMC)
ROBINS AIR FORCE BASE GEORGIA


29 August 1997

MEMORANDUM FOR DISTRIBUTION A

FROM: WR-ALC/CC

SUBJECT: Policy Letter Concerning WR-ALC's Smoke Breaks

1. Effective 1 September 1997 the smoke break policy for WR-ALC will be changed. Employees, civilian and military, will no longer be authorized to take smoke breaks except as described below:
 - a. Employees may smoke before and after their shifts, during lunch, and during the standard breaks, if such breaks are authorized.
 - b. Employees who are not authorized a break, e.g., those employees who work a "straight eight" tour of duty (telephone operators, etc.), will no longer be authorized to smoke during duty hours. This category of employee is limited to smoking only before and after their shifts.
2. The policy applies to all military, all supervisors and managers, all professional employees, e.g., engineers, attorneys, etc., and all bargaining unit employees who are governed by the terms of the local Master Labor Agreement.
3. Compliance with the policy is mandatory. I expect everyone to abide and I expect all supervisors and managers to actively enforce it.


RONDAL H. SMITH
Major General, USAF
Commander

PERFORMANCE EVALUATION (CONSTRUCTION)		1. CONTRACT NUMBER	
		2. CEC NUMBER	
IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.			
PART I - GENERAL CONTRACT DATA			
3. TYPE OF EVALUATION (<i>X one</i>)		4. TERMINATED FOR DEFAULT	
<input type="checkbox"/> INTERIM (<i>List percentage</i> _____ %) <input type="checkbox"/> FINAL		<input type="checkbox"/> AMENDED	
5. CONTRACTOR (<i>Name, Address, and ZIP Code</i>)		6.a. PROCUREMENT METHOD (<i>X one</i>)	
		<input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED	
		b. TYPE OF CONTRACT (<i>X one</i>)	
		<input type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT	
		<input type="checkbox"/> OTHER (<i>Specify</i>)	
7. DESCRIPTION AND LOCATION OF WORK			
8. TYPE AND PERCENT OF SUBCONTRACTING			
9. FISCAL DATA	a. AMOUNT OF BASIC CONTRACT \$	b. TOTAL AMOUNT OF MODIFICATIONS \$	c. LIQUIDATED DAMAGES ASSESSED \$
10. SIGNIFICANT DATES	a. DATE OF AWARD	b. ORIGINAL CONTRACT COMPLETION DATE	c. REVISED CONTRACT COMPLETION DATE
			d. NET AMOUNT PAID CONTRACTOR \$
			d. DATE WORK ACCEPTED
PART II - PERFORMANCE EVALUATION OF CONTRACTOR			
11. OVERALL RATING (<i>X appropriate block</i>)			
<input type="checkbox"/> OUTSTANDING <input type="checkbox"/> ABOVE AVERAGE <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> MARGINAL <input type="checkbox"/> UNSATISFACTORY (<i>Explain in Item 20 on reverse</i>)			
12. EVALUATED BY			
a. ORGANIZATION (<i>Name and Address (Include ZIP Code)</i>)		b. TELEPHONE NUMBER (<i>Include Area Code</i>)	
c. NAME AND TITLE		d. SIGNATURE	
e. DATE			
13. EVALUATION REVIEWED BY			
a. ORGANIZATION (<i>Name and Address (Include ZIP Code)</i>)		b. TELEPHONE NUMBER (<i>Include Area Code</i>)	
c. NAME AND TITLE		d. SIGNATURE	
e. DATE			
14. AGENCY USE (<i>Distribution, etc.</i>)			

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL							16. EFFECTIVENESS OF MANAGEMENT						
N/A	O	A	S	M	U		N/A	O	A	S	M	U	
a. QUALITY OF WORKMANSHIP							a. COOPERATION AND RESPONSIVENESS						
b. ADEQUACY OF THE CQC PLAN							b. MANAGEMENT OF RESOURCES/ PERSONNEL						
c. IMPLEMENTATION OF THE CQC PLAN							c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)						
d. QUALITY OF QC DOCUMENTATION							d. ADEQUACY OF SITE CLEAN-UP						
e. STORAGE OF MATERIALS							e. EFFECTIVENESS OF JOB-SITE SUPERVISION						
f. ADEQUACY OF MATERIALS							f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS							g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING							h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES						
i. ADEQUACY OF AS-BUILTS							i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIED MATERIALS													
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER													
17. TIMELY PERFORMANCE							18. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE							a. CORRECTION OF NOTED DEFICIENCIES						
b. ADHERENCE TO APPROVED SCHEDULE							b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
c. RESOLUTION OF DELAYS							c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS						
d. SUBMISSION OF REQUIRED DOCUMENTATION													
e. COMPLETION OF PUNCHLIST ITEMS							19. COMPLIANCE WITH SAFETY STANDARDS						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES							a. ADEQUACY OF SAFETY PLAN						
g. WARRANTY RESPONSE							b. IMPLEMENTATION OF SAFETY PLAN						
							c. CORRECTION OF NOTED DEFICIENCIES						

20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)